

SOLICITATION, OFFER AND AWARD

OMB Number 0690-0008 Expiration Date: 11/30/98

1. This contract is a rated order under DPAS(15 CFR 700) RATING:

2. CONTRACT NO. 50-QANW-0-00402	3. SOLICITATION NO. 52-QANW-0-00402	4. TYPE OF SOLICITATION [X] NEGOTIATED (RFP)
NDBC TECHNICAL SERVICES		
5. DATE ISSUED 09/20/1999	6. REQUISITION/PURCHASE REQ. NO. NWWM0000000844; Basic	
7. ISSUED BY CODE QA U. S. Department of Commerce National Data Buoy Center, Attn: Penny S. Parker Bldg. 1100, Room 360 Stennis Space Center, MS 39529-6000	8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations, "offer" & "offeror" mean "bid" & "bidder".

SOLICITATION

9. Sealed offers in original and 15 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Block 7, until 4:00 PM local time local time on 12/16/1999. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: Penny S. Parker, Primary (228) 688-1705

D. J. Laurent, Alternate (228) 688-1701

B. NOTE: No Collect Calls

C. E-MAIL ADDRESS: Penny.Parker@noaa.gov

Daniel.Laurent@noaa.gov FAX NUMBER: (228) 688-3153

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STANDARD FORM 33 (REV-9-97)
FAR(48 CFR) 53.214(c)

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 Calendar days 20 Calendar days 30 Calendar days Calendar days
____% ____% ____% ____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO 001 DATE 10/18/99 AMENDMENT NO 002 DATE 11/12/99
AMENDMENT NO 003 DATE 11/22/99

15A. NAME AND ADDRESS OF OFFEROR

Code: Facility:

Science Applications International Corporation/TSC

One Enterprise Parkway, Suite 300

Hampton, VA 23666

16. NAME AND TITLE OF PERSON

AUTHORIZED TO SIGN OFFER

Anthony M. Dovie, Corporate Vice Pres.

15B. TELEPHONE NO. (Include Area Code) (703) 676-4151

15C. ☒ CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE--ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE:

Anthony M. Dovie

18. OFFER DATE:

5/18/2000

AWARD

(To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION
Period 07/01/2000 through 06/30/2001 See Accounting /Appropriations on page 2A

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

[] 10 U.S.C. 2304(c) () [] 41 U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS IN : (1 Copies) Block 24.

24. SEND INVOICES TO:

National Data Buoy Center

Attn: Program Support Division

Stennis Space Center, MS 39529-6000

Tel: 228-688-2825

25. PAYMENT WILL BE MADE BY

U. S. Department of Commerce

Central Administrative Support Center

601 E. 12th Street, Room 1760

Kansas City, MO 64106

26. NAME OF CONTRACTING OFFICER

Penny S. Parker

(Type or Print)

27. UNITED STATES OF AMERICA

Penny S. Parker
(Signature Contracting Officer)

28. AWARD DATE

5/18/2000

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

Accounting and Appropriation Schedule
Incrementally Funded - Cost Plus Award Fee

MOD	SUP	ACC/APP	AMOUNT	CUMULATIVE OBLIGATION	DATE
Basic	--	8M1J30A2 0WM0000 2513	<u>\$1,000,000.00</u> \$1,000,000.00	\$1,000,000.00	5/9/00

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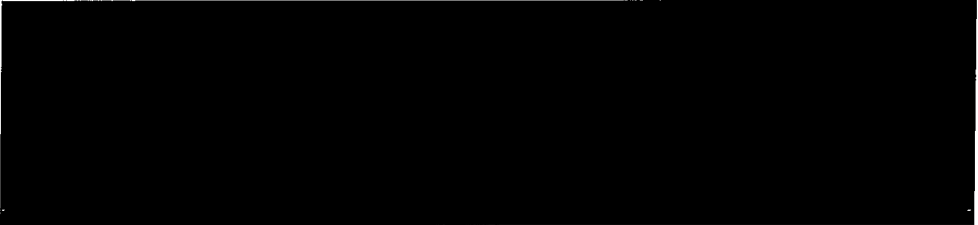
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF WORK

- (a) The Contractor shall furnish the necessary management, personnel, facilities, and equipment (except that to be furnished by the Government) to provide technical services at the Stennis Space Center (SSC) and other specified locations in support of the National Data Buoy Center (NDBC) in the performance of this contract. The services to be provided are more specifically defined in the statement of work, Exhibit A, attached. In performing these services, the Contractor shall not be required to provide more than the total hours for the applicable period set forth below:

<u>Period</u>	<u>ST Hours</u>	<u>O/T Hours</u>	<u>Total Hours</u>
07/01/00-06/30/01			
07/01/01-06/30/02			
07/01/02-06/30/03			
07/01/03-06/30/04			
07/01/04-06/30/05			

- (b) It is understood and agreed that the scope of work contained in this contract is stated in broad terms in order to achieve the maximum required flexibility. The Contractor's contractual obligation is, however, limited by the level of effort set forth above. Work directed by the Government through the issuance of Technical Directives (TDs), within the scope of this contract, is within the Contractor's original obligation and will not constitute nor be construed as a change within the meaning of the contract. If any written direction by the Government, through the issuance of TDS, is considered by the Contractor to be outside the scope of its contractual obligation, the Contractor, before performing any effort pursuant to such Government direction, shall refer such question to the Contracting Officer for resolution. If the Contracting Officer determines the work is within the scope of the contract, the Contractor must still perform, but may request an equitable adjustment under the Changes Clause.
- (c) Method of Accounting for Hours - for the purpose of this contract, and in determining what hours are chargeable to the total specified above, an hour shall be deemed to be that unit of labor (excluding all paid absences such as vacations, holidays, etc.) expended by the Contractor's SSC based employees, notwithstanding accounting classification, which is identified specifically with a particular cost objective such as contract and/or work division or increments thereunder.

- (d) Total labor hours shall be composed of all productive labor hours including all straight time and overtime hours expended in performance of work under this contract. Paid absences as defined in FAR 32.205-6(m) shall be classified as "fringe benefits."

B.2 AWARD FEE

- (a) The amount of award fee the Contractor earns, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the Performance Evaluation Plan (Exhibit C). The Government will determine the amount of award fee every 3 months beginning with October 1, 2000. Both the award-fee determination methodology and the award fee are unilateral decisions made solely at the discretion of the Government. The Fee Determination Official's (FDO) determination in this regard will be made in writing and is not subject to the "Disputes" Clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.
- (b) The amount of the award fee earned and the applicable periods are as follows:

<u>Period</u>	<u>Award Fee Period</u>	<u>Cumulative Award Fee</u>
07/01/00-09/30/00		

B.3 ESTIMATED AND ALLOWABLE COSTS--INCREMENTALLY FUNDED CONTRACT

- (a) Estimated Costs, Fee, and Sum Allotted

- (1) Estimated cost, base fee, and potential award fee by contract period.

<u>Period</u>	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
07/01/00-06/30/01	\$6,006,377	\$270,443
07/01/01-06/30/02	\$6,103,300	\$274,518
07/01/02-06/30/03	\$6,203,426	\$278,725
07/01/03-06/30/04	\$6,311,072	\$283,274
07/01/04-06/30/05	\$6,419,805	\$287,853

B.3 (Continued)

- (2) Total contract value is computed as follows:

Estimated Cost (total)	\$6,006,377
Award Fee Earned	- 0 -
Total Contract Value	\$6,006,377

- (3) Total funds currently available for payment and allotted to this contract, in accordance with FAR clause 52.232-22, "Limitation of Funds," plus the estimated contract period covered by this amount:

Total Sum Allotted	\$1,000,000
Estimated Cost (of total sum allotted)	\$1,000,000
Award Fee Earned	\$ - 0 -
Potential Award Fee	\$ 270,443
Estimated Period of Performance	07/01/2000 - 09/01/2000

- (4) The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.
- (5) When the contract is fully funded, the provisions of clause 52.232-20 "Limitation of Cost" and clause 52.216-7 "Allowable Cost and Payment" shall apply.

(b) Allowable Indirect Costs

- (1) Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government Representative in accordance with 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Performance Period

07/01/00-06/30/01
07/01/01-06/30/02
07/01/02-06/30/03
07/01/03-06/30/04
07/01/04-06/30/05



B.3 (Continued)

In no event shall the overhead (direct labor burden) rate exceed the ceilings listed below by contract period, and in no event shall the General and Administrative (G&A) rate exceed the ceiling listed below by contract period. The ceiling rates specified are subject to equitable adjustment only if they are affected by a change in any Federal or State statute which takes effect after the date of this contract.

Performance Period

07/01/00-06/30/01
07/01/01-06/30/02
07/01/02-06/30/03
07/01/03-06/30/04
07/01/04-06/30/05

B.4 PAYMENT FOR OVERTIME PREMIUMS

As provided in the clause of this contract entitled "Payment for Overtime Premiums" (FAR 52.222-2), the dollar amount of overtime authorized pursuant to said clause shall not exceed the amount specified below for the indicated period, provided also that such authorization shall have been given through the issuance of Technical Directives.

Performance Period

07/01/00-06/30/01
07/01/01-06/30/02
07/01/02-06/30/03
07/01/03-06/30/04
07/01/04-06/30/05

B.5 PLACE OF PERFORMANCE

The place of performance of this contract is the John C. Stennis Space Center, Mississippi, 39529, and such other places as may be designated by specific Technical Directives.

B.6 TECHNICAL DIRECTIVES

- (a) Work to be performed under this contract will be within the broad parameters of the scope of work and will be more specifically defined and/or controlled by means of Control Technical Directives (CTDs) issued by the Contracting Officer, Technical Directives (TDs) issued by the Contracting Officer's Technical Representative, and detailed by means of written Internal Work Requests (IWRs) issued by the cognizant technical personnel within the scope of individual TDs.

B.6 (Continued)

(b) Technical Directives will be in writing and will be issued to the Contractor containing the following information, in addition to the technical description of the requirements.

- (1) Contract, control, and work order numbers.
- (2) Program identification.
- (3) The estimated number of hours established as a ceiling.
- (4) Overtime authorized in hours.
- (5) Travel as estimated at the time the TD is issued.
- (6) Listing of Government-furnished property, if any. Such listings do not constitute authority to furnish; all such authorizations are reserved to the Contracting Officer.
- (7) Applicable special instructions as required.

B.7 The [REDACTED], consisting of both the Technical Proposal and the Cost/Price Proposal, [REDACTED], [REDACTED], is incorporated in this contract as if set forth herein in full. If there is any conflict between the terms of the Proposal and the Contract, the terms of the Contract have precedence.

B.8 REMITTANCE ADDRESS

Science Applications International Corporation
[REDACTED]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J, Exhibit A.

C.2 SUITABILITY/RISK ASSESSMENT PROCESSING REQUIREMENTS

This contract requires that the Contractor's employees who will work at Stennis Space Center in the U. S. Department of Commerce buildings or facilities used for Government operations shall be required to undergo specific suitability assessment processing.

(1) Suitability or Risk Level

The suitability or risk level for this contract has been determined to be: low.

(2) Contractor Performance Requirements

- (a) The Contractor shall pre-screen their employees to eliminate anyone who does not meet the following criteria: The prospective employee must either be an U.S. citizen, or if a non-U.S. citizen, have official legal status in the United States and have continuously resided in the United States for the last FIVE years.
- (b) Prior to commencing work under this contract, the Contractor shall submit or have their employee submit the forms and number of copies delineated by the Office of Security in the Personnel Security Manual to the Contracting Officer's Technical Representative (COTR) for processing. Among those forms are (1) Questionnaire for Non-Sensitive Positions, (2) Fingerprint Chart, and (3) releases. Directions as to which form(s) are applicable will be provided by the servicing security officer.
- (c) The Contractor, when notified that the Government rejected the suitability assessment forms shall either have the rejected forms made compliant and resubmitted or withdraw the employee from consideration from working under this contract.

C.2 (Continued)

- (d) The Contractor shall immediately remove any employee from any work requiring access Commerce buildings or facilities if directed in writing by the Contracting Officer.
- (e) Failure to comply with the suitability processing requirements may result in termination of the contract for default.

(3) Government Responsibilities

- (a) The Government's suitability processing will consist of limited personal background inquiries pertaining to verification of name, physical description, criminal history record, credit history check, fingerprint classification, and other pertinent information as dictated by level of risk. The Government may, at its discretion, repeat the suitability processing on any contract employee or expand the investigation to resolve issues.
- (b) The Government will inspect and either accept or reject the Contractor's suitability assessment forms as delineated in the Personnel Security Manual.
- (c) The Government will notify the contractor in writing when any of the following occur: A contract employee is acceptable based on the suitability checks and assessment conducted; or a contract employee is unacceptable based on the suitability checks and assessment processing; or a contract employee or prospective contract employee is barred from working on Government facilities because of any of the following:
 - (i) Conviction of a felony, significant history of violent behavior or moral turpitude.
 - (ii) Falsification of information entered on suitability screening forms or of other documents submitted to the Department.

C.2 (Continued)

- (iii) Improper conduct once performing on the contract, including criminal, infamous, dishonest, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.
 - (iv) Any behavior judged to pose a threat to personnel, property or programs of the Department.
- (b) In as much as this contract does not involve access to national security classified information the Government will not use the resultant suitability or risk assessment processing as a basis to issue a security clearance to any employee associated with this contract.

SECTION D - PACKAGING AND MARKING

D.1 MARKING DELIVERABLES

- (a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except reports.
- (b) Mark deliverables, except for reports, for:

CONTRACT NUMBER 50-QANW-0-00402

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

E.2 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	"INSPECTION SYSTEM REQUIREMENTS"
Number	MIL-I-45208A
Date	01/10/63
Tailoring	None

E.3 INSPECTION AND ACCEPTANCE

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

NATIONAL DATA BUOY CENTER
BUILDING 3203
STENNIS SPACE CENTER, MS 39529-6000

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is from the May 15, 2000 through June 30, 2001.

F.3 REPORTS

- (a) The Contractor shall submit separate monthly progress reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, and brief and informal in content. The reports shall consist of:

(1) Technical

Progress Reports - One (1) month after the effective date of performance, July 1, 2000, of this contract and monthly thereafter during performance hereunder the Contractor shall prepare and submit to the Government a progress report advising as to work done during the period, work forecast for the following period for each Technical Directive (TD) with the number of man-hours for each, and such additional information, findings and recommendations as may assist the Government in evaluating progress under this contract.

(2) Financial

- (i) Cost associated with travel and other administrative services (recruiting, training, and short-term subcontractor support) provided to execute IWRs.

F.3 (Continued)

- (ii) A summary of all costs experienced during the reporting period.

Twenty copies (75% of which may be delivered electronically) of the technical report and 3 copies of the financial report shall be submitted to the Contracting Officer by the 15th of the month following the reporting month. These reports are in addition to reports required elsewhere herein.

- (b) The Contractor shall submit separate quarterly, yearly (by contract year), and yearly (by Government fiscal year) reports as described below:
 - (i) Costs through Direct Labor Overhead, and General and Administrative (G&A) charges accumulated by fund source and IWR.
 - (ii) Cost by travel dollars, total hours, and total labor dollars by IWR without Direct Labor Overhead and G&A costs.
- (c) The Contractor shall submit two subcontracting reports: SF 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report." The reports shall be submitted in accordance with instructions on the reverse of each form.

F.4 PLANS

Within thirty (30) days of the effective date of performance, July 1, 2000, of this contract, or the beginning date of each option period, the Contractor shall provide the Contracting Officer with the following plans for the year.

- (a) Budget/Cost Plan - The Budget/Cost Plan shall contain a line item budget for the upcoming year. All contractual expenditures shall be tracked and reported according to the line items submitted to the Contracting Officer. The Contractor shall not exceed the line item totals without consent of the Contracting Officer.
- (b) Training Plan - The Training Plan shall list the training intended, the purpose for the training, the estimated cost of the training and an estimate of the travel costs associated with the training. After Government evaluation, the Contracting Officer will provide the Contractor with concurrence or exception to the plan.

F.4 (Continued)

- (c) Conference Plan - The Conference Plan shall include the following: seminars, conventions, professional improvement seminars, and paper presentations. The Conference Plan shall list the conference, the purpose of the conference, the estimated cost of the conference and an estimate of the travel costs associated with the conference. After Government evaluation, the Contracting Officer will provide the Contractor with concurrence or exception to the plan.

Thirty (30) days prior to the beginning of each quarter the Contractor shall provide the Contracting Officer with the following plan for the quarter:

Travel Plan - The Travel Plan shall include all scheduled trips including field service visits, training and conferences. The plan shall include estimated travel costs for each trip. After Government evaluation, the Contracting Officer will provide the Contractor with concurrence or exception to the plan.

F.5 VACANT POSITIONS

When any position becomes vacant, the Contractor shall provide the Contracting Officer, cognizant Division Chief and the COTR, in writing, with a notice of the impending vacancy and a justification (based on the duties of the position and the contract scope) for retention of the position. After evaluation by the Government, the Contracting Officer will provide the Contractor with either concurrence or exception to the request.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) Daniel G. Henderson, is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of Commerce, National Data Buoy Center, Building 1100, Stennis Space Center, Mississippi 39529-6000. His telephone number is Area Code 228-688-2823.

(b) The responsibilities and limitations of the COTR are as follows:

- (1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.2 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

(a) The Government will provide the following property and services at no charge to the Contractor for use in the performance of this contract at Stennis Space Center. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

- (1) Office space including private offices for supervisors in Buildings 3203 and 3205 and Trailers 134 and 135.

G.2 (Continued)

- (2) Shop and Laboratory space and equipment in Buildings 3203 and 3205.
- (3) Warehouse space and equipment in Buildings 3203, 3203A, 3204, and Trailer MPA-1 as well as the hard-stand area behind Building 3203 and 3205.
- (4) Computer hardware and software, and maintenance services.
- (5) All material used in and on data collection platforms (land and sea) including sensors, hardware, etc.
- (6) Tools, hardware, and materials.
- (7) Required medical physicals, safety shoes, glasses, hearing protection, hard hats, gloves, helmets, harnesses, and other safety equipment.
- (8) Office furniture, including desks, chairs, letter and drawing file cabinets, bookcases, etc.
- (9) Office supplies, including pencils, paper, etc.
- (10) Office duplicating equipment and/or reproduction services.
- (11) Telephones, facsimile, Internet, and other communication services.
- (12) U.S. Postal Service mail pickup and delivery to central SSC Mail Center.
- (13) Motor pool services, vehicles, and parking spaces.
- (14) Shipping material and services such as cranes.
- (15) A travel agency is available on site at SSC, and may be utilized by the contractor. Government cost-reimbursable contractors are non-mandatory users of city/airport-pair contracts only as provided in the GSA Federal Travel Directory.
- (16) Other items as may be specified elsewhere herein.

- (b) In performance of work hereunder, the Contractor shall be allowed the use of certain property on site at SSC as set forth herein. All property furnished to the Contractor shall be deemed "Government Property," and the control and record keeping requirements shall be retained by the Government. All property is for Official Business Only. The Contractor shall evidence his custody of this property by the execution of a memorandum receipt and shall maintain such records and make such reports so as to enable the NDBC property officer to maintain accountable records.
- (c) Vehicles, when justified by the Contractor and approved by the Contracting Officer, will be provided to selected Contractor personnel and activities for use only in direct performance of this contract. The Government will provide the gas, oil, and maintenance for all Government-furnished vehicles.
- (d) Except for normal wear, the Contractor is responsible for the preservation, maintenance, and repair of all Government-furnished property. Any loss, damage or destruction to any Government-furnished property caused by the wilful misconduct, negligence or failure to use due care on the part of the contractor will be reimbursed by the Contractor. Reimbursement will be effected by withholding an amount equal to the loss of the property's value from invoices payable to the Contractor. The Contractor agrees to immediately inform the Contracting Officer or the Contracting Officer's Technical Representative of any damage to Government-furnished property subject to the provisions of this clause.

G.3 GOVERNMENT-FURNISHED DATA

- (a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain with the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.

G.4 GOVERNMENT PROPERTY--FACILITIES USE

In the performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, the following Government-owned facilities. The facilities shall be used and maintained in accordance with the provisions of FAR 52.245-11 GOVERNMENT PROPERTY (FACILITIES USE).

National Data Buoy Center
Buildings 3203, 3203A, 3204, and 3205
Trailers 134, 135, and MPA-1
Stennis Space Center, MS 39529

G.5 VOUCHERS AND BILLING REQUIREMENTS

- (a) All vouchers for reimbursement shall be submitted (in three copies) to:

Branch Manager
DCAA Eastern Region
P. O. Box 1244
Pascagoula, MS 39568-1244

This agency has been assigned as the cognizant audit agency. All vouchers for fee payment shall be submitted (in two copies) to:

Contracting Officer
National Data Buoy Center
Building 1100, W/DB5
Stennis Space Center, MS 39529.

Payment of all approved vouchers will be made by:

Central Administrative Support Center
601 E. 12th Street, Room 1760
Kansas City, MO 64106.

- (b) The Contractor may submit, at least monthly, a billing using "Public Voucher for Purchases and Services Other than Personal," Standard Form 1034.
- (c) With each invoice submitted, the Contractor shall provide total cost information by IWR and fund source. The total cost will include Direct Labor, Overhead, Subcontract Cost, Travel, and G&A that are applicable to the work performed on each IWR.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.2 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract

H.2 (Continued)

operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

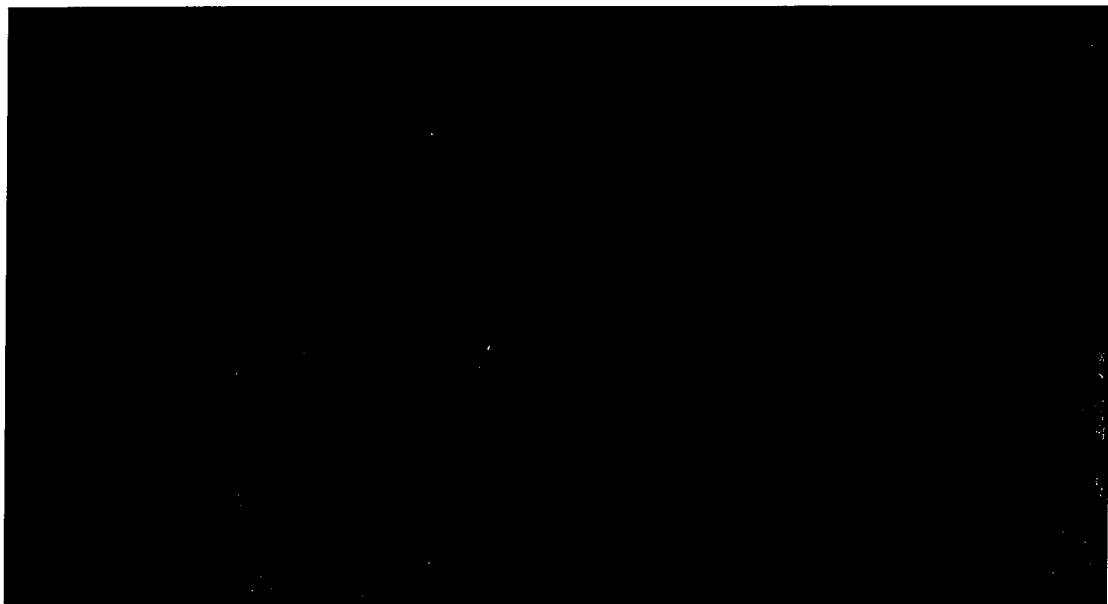
- (b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- (e) The following requirements also apply to this contract:
 - (1) The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.
 - (2) ~~The~~ Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.
 - (3) If any claim is filed under any of the Contractor's insurance policies for which the total or partial cost may be reimbursable under the contract, because of deductibles or otherwise, then the Contractor must immediately inform the contracting Officer of such a claim, and furnish copies of all documents relating to the claim. The Contractor agrees that the provisions of FAR 52.228-7(g) will apply to any such claim.

H.2 (Continued)

- (4) If the Contractor fails to follow all procedures stated in this subsection and FAR 52.228-7(g), any amounts which are not covered by insurance will not be reimbursable under the contract.

H.3 SENIOR MANAGEMENT AND OTHER KEY PERSONNEL

- (a) The Contractor shall assign to this contract the following senior management and other key personnel:



- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of senior management or other key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

H.3 (Continued)

The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of senior management or other key personnel.

H.4 SUBCONTRACT REQUIREMENTS

The Contractor's Subcontracting Plan shall be specified in a negotiated small business, small disadvantaged business, and women-owned Small Business Subcontracting Plan, Exhibit D, in accordance with FAR 52.219-9.

A mandatory minimum of ten percent (10%) (with a goal of 15%) of the annual proposed contract value is set aside for subcontracts with Small Business. Small Businesses include small, small disadvantaged, and woman-owned and controlled businesses.

The Contractor's performance in meeting the minimum requirements and in support of the Small Business goals is a factor in determining the amount of Award Fee earned.

The NOAA-wide overall Socioeconomic Small Business goals are 18% for Small Disadvantaged and 8% for Women-Owned Small Businesses.

H.5 OBSERVANCE OF REGULATIONS AND STANDARDS OF PERSONNEL COMPETENCE

- (a) The Contractor shall procure and keep effective all necessary permits and licenses required in performance of this work.
- (b) Inasmuch as several Government agencies and contractors jointly occupy the Stennis Space Center, and are confronted with certain common conditions and problems resulting from this co-occupancy, certain uniform policies, regulation, and procedures will be issued as required by the Government and will be applicable to all personnel working on the site. The Contractor shall adhere to these policies and procedures insofar as such policies and procedures are in conformity with the terms of this contract.
- (c) All employees of the Contractor assigned to perform work under this contract shall be under the control of the Contractor during the performance of such assignment. The Contractor shall be responsible for satisfactory standards of employee competence, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

H.6 AUTHORITY TO RELEASE DATA

The Contractor shall not publish, release, or make presentations of any professional papers or research notes, technical information, or other scientific data resulting from this contract in any manner or for any purpose whatsoever without the approval of the Contracting Officer or Contracting Officer's Technical Representative.

H.7 INTERNATIONAL SYSTEM OF UNITS

To meet the requirements of the Metric Conversion Act of 1975, as amended by the Omnibus Trade and Competitiveness Act of 1988; and Executive Order 12770 of July 25, 1991, all technical reports, publications, and visual presentations submitted to the National Data Buoy Center under this contract shall use the International System of Units as the preferred primary system. Expression in both SI units and customary units is acceptable where the use of SI units alone would obviously impair communications or reduce the usefulness of the report to the primary recipients. When both systems of units are used, SI units are to be stated first and customary units afterwards, in parentheses. In each such case, the publication shall state which system of units was used for the principal measurements and calculations.

H.8 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may

H.8 (Continued)

continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

H.9 GRANT OF SUBLICENSE TO CONTRACTOR FOR ACCESS TO COAST GUARD PROPERTY NECESSARY FOR CONTRACTOR'S PERFORMANCE

- (a) The United States Coast Guard (USCG) and the United States Department of Commerce, National Oceanic and Atmospheric Administration, National Data Buoy Center (NDBC) have entered into license agreements wherein the USCG permits the NDBC to access certain USCG property (hereafter "granted premises") for the purpose of placing and maintaining weather monitoring and recording equipment. During performance of this contract, the Contractor is required to access these granted premises for the purpose of obtaining data from the NDBC equipment. To enable the Contractor to satisfy its performance requirements, NDBC herein grants a sublicense to the Contractor, its assigns, and subcontractors (hereafter collectively referred to as "Contractor") for access to the granted premises.

H.9 (Continued)

- (b) The Government's liability for any damage or loss of property, personal injury, or death suffered by the Contractor resulting from the Contractor's performance of this contract, including use of granted premises, shall be prescribed by the Federal Tort Claims Act, as amended (28 USC § 2671 - 2680), and other applicable Federal law. However, nothing in this grant of a sublicense to a Contractor shall constitute an obligation of funds of the United States in advance of an appropriation thereof.
- (c) The Contractor agrees that a provision substantially similar to paragraph (b) of this sublicense shall be included in any subcontract entered into by the Contractor pursuant to Contractor's performance of this contract.
- (d) This sublicense to the Contractor shall have no effect on the Contractor's rights and obligations under FAR Clause 52.246-25.

H.10 GOVERNMENT FURNISHED COMPUTER EQUIPMENT AND SOFTWARE

The Government computer equipment and software provided to the contractor pursuant to Clause G.2(a)(4) of the Contract shall be utilized only for work authorized by the Government and support thereof, including contractor record keeping related to the contract. The Government shall have unlimited rights in any and all contractor documents developed with and stored/filed on Government furnished computer equipment that contain data delivered under the Contract pursuant to the provisions of FAR 52.227-14 (b)(1)(iv) (June 1987). The Government assumes no liability for the preservation, disclosure, use or reproduction of any data resident on the Government provided computer equipment.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR	JUL 1995
52.203-7	SALES TO THE GOVERNMENT	JUL 1995
52.203-12	ANTI-KICKBACK PROCEDURES	JUN 1997
	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION NOV 1990)	
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	APR 1998
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 1999
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (JAN 1999)	JAN 1999

I.1 (Continued)

NUMBER	TITLE	DATE
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	AUG 1996
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS	JUL 1995
52.222-21	ACT - OVERTIME COMPENSATION PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA - GENERAL	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996

I.1 (Continued)

NUMBER	TITLE	DATE
		DEC 1998
52.233-1	DISPUTES	
	Alternate I (DEC 1991)	AUG 1996
52.233-3	PROTEST AFTER AWARD	
	Alternate I (JUN 1985)	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987
	Alternate I (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	Alternate II (AUG 1998)	
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES	JAN 1991
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

I.2 (Continued)

- (2) Rescind the contract with respect to which--
- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

I.3 (Continued)

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

I.4 (Continued)

- (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
 - (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
- (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

I.4 (Continued)

- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 - (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.5 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 45 days.

I.7 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1998)
Alternate I (OCT 1998)

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change

I.7 (Continued)

in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) Offers will be evaluated by adding a factor of 10% percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

I.7 (Continued)

- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and
 - (v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b) (1) of this clause.
- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.
- _____ offeror elects to waive the adjustment.
- (d) Agreements.
- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

I.7 (Continued)

- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.8 PAYMENT FOR OVERTIME PREMIUMS

In accordance with FAR 52.222.2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed the amount specified in Section B.4 for the indicated periods.

I.9 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause-

- (1) Includes, but is not limited to, openings that occur in jobs categorized as-

- (i) Production and nonproduction;

- (ii) Plant and office;
 - (iii) Laborers and mechanics;
 - (iv) Supervisory and nonsupervisory;
 - (v) Technical; and
 - (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and
- (2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.
- (b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-
- (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

I.9 (Continued)

(c) Listing openings. (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

I.9 (Continued)

- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
- (e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

I.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR
FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages

I.10 (Continued)

and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

(a) THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Wage/Grade	Basic Hourly Wage
Small Craft Operation (Collateral Duty)	-	-
Deck Hand (Collateral Duty)	-	-
Drafter IV	GS-7	12.94
Drafter III	GS-5	10.44
Drafter II	GS-4	9.44
Engineering Technician VI	GS-11	19.15
Engineering Technician V	GS-9	15.82
Engineering Technician IV	GS-7	12.94
Engineering Technician III	GS-5	10.44
Electronic Technician Maintenance III	WG-10	14.14
Electronic Technician Maintenance II	WG-9	13.67
Electronic Technician Maintenance I	WG-8	13.19
Computer Operator IV	GS-7	12.94
Computer Systems Analyst II	GS-12	22.95
Computer Systems Analyst I	GS-11	19.15
Supply Technician	GS-7	12.94
Shipper/Receiving	WG-4	11.15
Shipper/Packer	WG-4	11.15
Warehouse Specialist	WG-5	11.73
Illustrator III	GS-9	15.82
Technical Writer	GS-11	19.15
Production Control Clerk	GS-6	11.64
Switchboard Operator - Receptionist	GS-3	8.32
Word Processor III	GS-5	10.44
Secretary II	GS-5	10.44
Secretary I	GS-4	9.33
Accounting Clerk II	GS-3	8.32
Maintenance Machinist	WG-10	14.14
Maintenance Trades Helper	WG-5	11.73
Transportation Assistant	GS-7	12.94

The above statements are required to be included in the RFP pursuant to the Service Contract Act of 1965, as amended, but this required information does not represent a Department of Labor minimum Wage Determination. Department of Labor Minimum Wage Determinations are located in Exhibit B.

I.11 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND
MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)
A list of Hazardous material to be
provided by the Government during
Phase-In.

Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

I.11 (Continued)

- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to--
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h) (1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i) (2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

I.11 (Continued)

- (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.12 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

- (a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- (c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.13 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

- (a) The Contractor shall--

- (1) Certify any proposal to establish or modify final indirect cost rates;

- (2) Use the format in paragraph (c) of this clause to certify; and

- (3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

- (b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

- (c) The certificate of final indirect costs shall read as follows:

I.13 (Continued)

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect costs rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: SAIC
Signature: Anthony M. Duvie
Name of Certifying Official: ANTHONY M. DUVIE
Title: CORP VP
Date of Execution: 5-18-2000

I.14 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.